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SEP 22 2008

GRANT CONTRACT

LANCASTER COUNTY
BOARD

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "**Sponsor**", and **Friendship Home**, a non-profit corporation, hereinafter referred to as "**Grantee**".

WITNESSETH:

WHEREAS, the Sponsor is required or authorized to expend funds for the following services by the provisions of §13-604 R.R.S 1943; and

WHEREAS, the Sponsor has authority in the areas of recreation, health, and other community development activities; and

WHEREAS, the Grantee has established programs the purpose of which is to provide educational, recreational, social, health, spiritual, cultural, and care-giving activities for the benefit of the citizens of Lancaster County and specifically for the participants at Friendship Home.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. Purpose. The purpose of this Grant Contract is to provide funding for the Emergency Shelter program, as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. Scope of Services. The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.

3. Project. Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.

4. Grant. In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from September 1, 2008 to August 31, 2009, the Sponsor shall make a Grant in the amount of \$189,362.00, from the General Fund.

5. Project Budget. A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

per [unclear]

SEP 22 2008
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6. Account Procedures and Records. (a) Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and Sponsor shall not be liable for any such unauthorized costs, directly or indirectly.

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

7. Payment of Grant. Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2008 = 1/4 of grant award; on or after December 1, 2008 = 1/4 of grant award; on or after March 1, 2009 = 1/4 of grant award; and on or after June 1, 2009 = 1/4 of grant award. Payment of each claim will be made by the Sponsor only after Project Monitor assures the Sponsor in writing that services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract and completed in a timely manner.

8. Audit and Inspection. Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein. Grantee shall submit two copies of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit.

9. Project Monitor. The project shall be monitored by the Sponsor through the Lincoln-Lancaster County Administrator of Human Services. The Sponsor

and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. Based upon these reports and upon her observations of the operation of the project, the Lincoln-Lancaster County Administrator of Human Services shall submit reports required by Sponsor, containing her review of the progress of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Joint Budget Committee and the City Council of the City of Lincoln for further action which may include termination of the agreement.

10. Human Services Planning. Grantee shall participate in any comprehensive, long-range human services planning process being conducted by the City of Lincoln and Lancaster County. Failure to comply with this requirement shall constitute a breach of this contract.

11. Contract of Grantee. Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the project provided herein without the prior written concurrence of the Sponsor or its designated representative.

12. Equal Employment Opportunity. In connection with the carrying out of the project provided herein, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Grantee shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

13. Hold Harmless and Insurance Requirements. The Grantee shall indemnify and save harmless the Sponsor, its agents, employees and representatives from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

The Grantee shall carry insurance in the following kinds and minimum limits:

A. Workers' Compensation Insurance and Employer's Liability Insurance

Grantee shall purchase and maintain during the life of this contract the applicable

Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

B. General Liability Insurance

The Contractor shall purchase and maintain during the life of this contract, General Liability Insurance, naming and protecting them and the Sponsor against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this contract whether such operations be by Grantee or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

(1) Bodily Injury/Property Damage \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

(2) Personal Injury Damage \$1,000,000 Each Occurrence

C. Automotive Liability Insurance

Bodily Injury & Property Damage \$1,000,000 Combined Single Limit

The Grantee shall not commence work under this contract until it has obtained all insurance required under this section and has provided the Sponsor with a Certificate of Insurance showing the specific limits of insurance required by this section and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

14. Prohibited Interests. Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project provided herein, or any property included or planned to be included in the project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

15. Sponsor Not Obligated to Third Parties. Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

16. Breach or Default by Grantee. In the event of any breach or default hereunder by Grantee during the term of the Grant Contract in performing the terms and conditions required hereunder, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such breach or default, and Grantee

shall immediately surrender to Sponsor or its designated representative any balance remaining in the Project Account. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of funds from the Project Account.

17. Severability. If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

18. Term. The term of this Grant Contract shall be for a period of twelve (12) months from and after September 1, 2008 through August 31, 2009. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor. This Grant Contract will be automatically renewed under the same terms and conditions, including compensation in the amount of \$189,362, for one additional period of twelve (12) months from September 1, 2009 to August 31, 2010, unless the Sponsor notifies the Grantee in writing no later than April 30, 2009 that the Grant will not be renewed. Payments during the additional period shall be made according to Paragraph 7 above, except that payments shall be made in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2009 = $\frac{1}{4}$ of grant award; on or after December 1, 2009 = $\frac{1}{4}$ of grant award; on or after March 1, 2010 = $\frac{1}{4}$ of grant award; and on or after June 1, 2010 = $\frac{1}{4}$ of grant award.

EXECUTED by Grantee this 16 day of September, 2008.

FRIENDSHIP HOME
A Nonprofit Corporation, Grantee.

ATTEST:

By: Mike Tamorik-Murphy

By: [Signature]

Title: FINANCE DIRECTOR

Title: Executive Director

EXECUTED by Sponsor this _____ day of _____, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation, Sponsor

City Clerk

Mayor

Approved as to Form this 30th day
of September, 2008.

[Signature]
Chief Assistant City Attorney



ATTACHMENT "A"

FRIENDSHIP HOME EMERGENCY SHELTER PROGRAM PROGRAM DESCRIPTION 2008-09

Friendship Home provides **emergency shelter** (up to eight weeks) for women and children who are homeless due to domestic violence. We provide emergency shelter at two emergency shelter facilities that can shelter up to 50 women and children at a time. When these shelters are full, we shelter women and children at local hotels and motels through the national America Responds with Love program. While not a part of this contract, Friendship Home also provides transitional shelter for up to 31 women and children a day.

In addition to safe shelter, Friendship Home provides an array of comprehensive supportive services designed to assist women and their children who are victims of domestic violence and homeless. These services include:

- ***Pre-Shelter services to victims of domestic violence.*** Pre-Shelter services encompass all of the supportive services provided to women who contact Friendship Home requesting safe shelter. Pre-Shelter services includes crisis counseling (primarily over the telephone, but also face-to-face at a safe meeting place whenever possible), safety planning, coordinating safe shelter at other sheltering agencies when our emergency shelters are full, education on domestic violence, and information and referral services to other community resources. Staff assess each woman's situation via daily telephone contact until emergency shelter beds are available at Friendship Home, or until the woman determines she does not need emergency shelter after all.
- ***Face-to-face crisis counseling services for women and children in emergency shelter,*** which includes safety planning, education on domestic violence, and information and referral services to other community resources.
- ***Support group counseling for women and children in emergency shelter,*** including parenting education and support, and economic self-sufficiency training.
- ***Provision of meals to women and children living in emergency shelter facilities.***

All services provided to women foster independence and build on their strengths as identified through The Gallup Organization's Clifton StrengthsFinder instrument. We encourage women to access other appropriate agencies in the community for services and information themselves, but we advocate on their behalf when necessary.

Friendship Home also engages in public education and community collaboration efforts, which indirectly benefit victims of domestic violence and their children.



ATTACHMENT "B"

FRIENDSHIP HOME EMERGENCY SHELTER PROGRAM SCOPE OF SERVICES 2008-09

From September 1, 2008 through August 31, 2009, Friendship Home will provide safe emergency shelter and comprehensive supportive services to victims of domestic violence and their children.

Detailed information on the services provided through Friendship Home's Emergency Shelter Program (as outlined in its application to the JBC in February 2008), and those supported specifically by JBC dollars, are attached to this document.

Additionally, Friendship Home projects the Emergency Shelter Program will result in the following "impacts" on women and children in 2008-09:

- Increased safety for women and children in Friendship Home's emergency shelters.
- Increased safety planning skills and knowledge for women.
- Decreased homelessness for victims of domestic violence
- Women and children's increased knowledge on the dynamics of domestic violence.
- Women and children's increased knowledge on intimate partner relationships based on equality and respect.
- Women's increased knowledge and awareness of available community resources.

ATTACHMENT "B"
FRIENDSHIP HOME EMERGENCY SHELTER PROGRAM
2008-09 SCOPE OF SERVICES
continued

3. FH EMERGENCY SHELTER PROGRAM—Outputs

(Outputs supported by JBC dollars for FY 2008-09 are indicated under the total outputs)

- 1) 290 women and 375 children (unduplicated) will receive Pre-Shelter services (as defined in Question B2--"Activities") each year. Of these women and children....**

JBC dollars will support Pre-Shelter services provided to 35 women and 45 children (unduplicated).

- 2) 18,830 emergency shelter beds (one bed equals one night of shelter for one person) will be provided to 250 women and their 315 children (unduplicated) each year. Of these beds provided, and women and children sheltered...**

JBC dollars will support 2,257 emergency shelter beds provided to 30 women and their 38 children (unduplicated).

- 3) 7,500 hours of face-to-face crisis counseling will be provided to women in emergency shelter each year. Of these hours of service provided...**

JBC dollars will support 908 hours of face-to-face crisis counseling to women in emergency shelter.

- 4) 6,925 hours of face-to-face crisis counseling will be provided to children in emergency shelter each year. Of these hours of service provided...**

JBC dollars will support 835 hours of face-to-face crisis counseling to children in emergency shelter.

- 5) 675 hours of support group counseling will be provided to women in emergency shelter each year. Of these hours of service provided...**

JBC dollars will support 95 hours of support group crisis counseling to women in emergency shelter.

- 6) 1,600 hours of support group counseling will be provided to children in emergency shelter each year. Of these hours of service provided...**

JBC dollars will support 192 hours of support group counseling to children in emergency shelter.

- 7) 51,750 meals will be provided to women and children in emergency shelter each year. Of these meals provided...**

JBC dollars will support 6,800 meals provided to women and children in emergency shelter.

ATTACHMENT "B"
FRIENDSHIP HOME EMERGENCY SHELTER PROGRAM
2008-09 SCOPE OF SERVICES
continued

5. FH EMERGENCY SHELTER PROGRAM—Outcomes (change in behavior or status of participant) – Indicators (what is being measured to track the client’s success) – Performance (number of clients that achieved their outcomes based on indicators tracked)			
(Outcomes, Indicators, and Performance supported by JBC dollars are indicated in blue ink)			
Proposed FY July 1, 2008 to June 30, 2010 Outcome (list no more than 2)	Indicator (list no more than 2 per outcome)		Proposed # of clients who will achieve indicator
I. 100% of victims of domestic violence and their children will be safe from physical and sexual violence from their batterers while living in Friendship Home’s emergency shelter facilities.	I.A. # of women and children sheltered in Friendship Home’s emergency shelter facilities		I.A. FH projects it will provide emergency shelter to 250 women and 315 children (total, unduplicated) each year. Of these women and children, <i>30 women and 38 children</i> will be supported through JBC dollars.
		I.B. # of emergency shelter beds provided	I.B. FH projects it will provide 18,830 emergency shelter beds total each year. Of these beds, <i>2,257 beds</i> will be supported through JBC dollars.
II. 90% of women receiving Pre-Shelter services will complete a risk assessment; 95% of women in emergency shelter will develop a safety plan; and 75% of children in emergency shelter aged four and older will be able to articulate a “personal safety plan” to a Children’s Advocate by the time they check out of shelter. These same women and children will also receive supportive services commensurate with their individual situation (<i>as measured</i>	II.A. 1) % of risk assessments completed (Pre-Shelter) 2) % of women in emergency shelter who a) complete a “Shelter Resident Survey” at the end of their stay in emergency shelter and		II.A. 1) FH projects that 90% of women receiving Pre-Shelter services each year (261 out of 290) will complete a risk assessment. Of the 290 women receiving Pre-Shelter services, <i>35 women</i> will be supported through JBC fund dollars 2) FH projects 95% of women in emergency shelter who complete a “Shelter Resident Survey” at the end of their stay in emergency shelter each year will answer the following statements “yes”: <ul style="list-style-type: none">• “I know more ways to plan for my safety”• “I know more about community resources”

ATTACHMENT "B"
FRIENDSHIP HOME EMERGENCY SHELTER PROGRAM
2008-09 SCOPE OF SERVICES
continued

<p><i>through the number of face-to-face and support group counseling services provided—quantified in the "Outputs" section of this proposal).</i></p>	<p>b) respond "yes" to the following statements on the survey: "I know more ways to plan for my safety" and "I know more about community resources".</p>	<p>II.B.</p> <p>1) % of "personal safety plans" developed with children aged 4 and older in emergency shelter</p>	<p>II.B.</p> <p>FH projects that <i>75% of children in emergency shelter aged 4 and older (147 out of 195)</i> each year will be able to articulate a "personal safety plan" to a Children's Advocate by the time they check out of emergency shelter. Of the 195 children in emergency shelter aged 4 and older, <i>22 children</i> will be supported by JBC dollars.</p>
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Also from the United Way-JBC application for 2008-10:

a. Client Data	Total number of clients served	Total unduplicated number of clients served by the program
<p>Proposed FY <i>(7-1-08 to 6-30-09)</i></p>	<p>Adults: 725 each year, (1,450 total)</p> <p>Children: 775 each year, (1,550 total)</p>	<p>Adults 540 total, each year <i>290 Pre-Shelter</i> <i>250 Emergency Shelter</i></p> <p>Children 690 total, each year <i>375 Pre-Shelter</i> <i>315 Emergency Shelter</i></p>

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/17/08

PRODUCER INSPRO Insurance 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Friendship Home of Lincoln P.O. Box 85358 Lincoln, NE 68501-5358		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Insurance Co.	
		INSURER B: Guarantee Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD						
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK342378	09/01/08	09/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$1,000,000 \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB249379	09/01/08	09/01/09	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	GWGC100007172108	09/23/08	09/23/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Lancaster County and the City of Lincoln are listed as additional insureds

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County and City of
 Lincoln
 555 South 10th Street
 Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

